

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted: 10/29/2014

Meeting Date: 11/03/2014

Contact Information:

Requested by: Rick Littleton – DPW Superintendent

On Behalf of Organization or Individual: DPW

Telephone: 317-736-3640

Email address: rlittleton@franklin.in.gov

Mailing Address: 796 S. State Street

Describe Request:

Approval of Amendment No. 1 to contract with Wessler Engineers for design, bidding and construction phase services for SCADA System Improvements

List Supporting Documentation Provided:

SCADA Amendment No. 1

Who will present the request?

Name: Rick Littleton

Telephone: 317-736-3640

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

AMENDMENT NO. 1
TO
AGREEMENT
BETWEEN
BOARD OF PUBLIC WORKS & SAFETY
FRANKLIN, INDIANA
AND
WESSLER ENGINEERING
FOR

WWTP SCADA SYSTEM IMPROVEMENTS

THIS AMENDMENT NO. 1 to existing AGREEMENT, entered into by and between the Board of Public Works & Safety, City of Franklin, Indiana (hereinafter named OWNER) and Wessler Engineering, Inc. (hereinafter named ENGINEER) dated April 21, 2014:

WITNESSETH THAT

WHEREAS, the ENGINEER completed a Study and prepared a report titled “**Supervisory Control and Data Acquisition (SCADA) Study**” dated October 2014 (the Project); and

WHEREAS, the OWNER desires to proceed with Design, Bid, and Construction Phases of the recommended improvements; and

WHEREAS, the ENGINEER has expressed a willingness to continue providing Engineering Services to the OWNER for Design, Bid, and Construction Phase services of the PROJECT.

NOW THEREFORE, in consideration of the mutual promises herein contained, OWNER and ENGINEER hereto mutually covenant and agree as follows:

ARTICLE II – SCOPE OF BASIC SERVICES
SHALL BE AMENDED AS FOLLOWS:

ADD the following Paragraphs B through E:

B. Design Phase

1. Based on the recommended improvements described in the “Supervisory Control and Data Acquisition (SCADA) Study” report dated October 2014, and after indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, Engineer shall:
 - a. Prepare for and conduct a kick-off review meeting with the Owner to confirm the Owner’s objectives and the Engineer’s approach. This meeting will be used to clarify responsibilities and how information exchange will be managed between the Owner

and Engineer, and will provide both parties the opportunity to discuss design related issues and agree upon the final design criteria.

- b. Prepare 30% Preliminary Design Phase documents consisting of final design criteria, preliminary site plan, preliminary plan drawings, and 30% Design Opinion of Probable Construction Cost. Prepare for and attend a 30% Design Review meeting. This meeting will include a presentation and discussion of the 30% Design documents. The format of the meeting will be to include sufficient presentation materials so that each item can be adequately reviewed and decisions made by the Owner on how to proceed with 90% Design documents.
 - c. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
 - d. Prepare 90% Design Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications shall conform to the 16-division format of the Construction Specifications Institute.
 - e. Advise Owner of any adjustments to the Opinion of Probable Construction Cost known to Engineer.
 - f. Prepare and furnish review copies of the 90% Design Drawings and Specifications and any other deliverables to Owner, and review them with Owner. Owner shall submit to Engineer any comments and instructions for revisions.
 - g. Revise the 90% Design Drawings and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of 100% Design Bid Documents, a revised Opinion of Probable Construction Cost, and any other deliverables to Owner within 20 calendar days after receipt of 90% review comments and instructions from Owner.
 - h. Engineer's services under the Design Phase will be considered complete on the date when the 100% Design Bid Documents have been delivered to Owner.
2. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the 90% Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.
 3. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement with the parties agreeing in writing to this amount.

C. Bid Phase

1. After acceptance by Owner of the Bidding Documents and the most recent Opinion of Probable Construction Cost as determined in the Design Phase, and upon authorization by Owner to proceed, Engineer shall:

- a. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-Bid conference, if any.
 - b. Respond to Bidder questions and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - c. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 - d. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding a contract for the Work.
2. The Bidding Phase will be considered complete upon execution of the Agreement with the Contractor or upon cessation of negotiations with prospective contractors.

D. Construction Phase – Construction Administration and Programming

1. Upon execution of this Amendment, Engineer shall:
 - a. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
 - b. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Attachment No. 1 to this Amendment. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Attachment No. 1.
 - c. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 - d. *Schedules.* Receive, review, and determine the acceptability of schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - e. *Baselines and Benchmarks.* As appropriate, provide information on baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 - f. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
 - g. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not

intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- h. The purpose of Engineer's visits to, and representation by the Resident Project Representative at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- i. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- j. *Clarifications and Interpretations; Field Transmittal Memorandums.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Transmittal Memo's (FTM's) authorizing minor variations in the Work from the requirements of the Contract Documents.
- k. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- l. *Shop Drawings and Samples.* Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and actions will not extend to

means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

- m. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of the Contract Documents.
- n. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- o. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work. Review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- p. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - 1) Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of subsequent tests called for in the Contract Documents, and to other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to subsequent adjustments allowed by the Contract Documents).
 - 2) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this

Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- q. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph 4.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph 4.A.10.
 - r. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 - s. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: [None].
 - t. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable (subject to the provisions of Paragraph 4.A.14.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
2. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for final completion of the Work as set forth in the construction Contract. The parties shall agree in writing to the amount of this increase prior to incurrence of this amount.

3. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
4. *SCADA Programming.* Provide programming and graphical interface software for the PLC's and HMI's installed in the Project. Programming shall be similar in controls, monitoring, and function to the existing SCADA system, with the addition of programming related to the new instruments and controls installed in the Project. Engineer intends to subconsult with Maxim Automation for SCADA programming services.

E. Post-Construction Phase – Warranty Assistance

1. Engineer shall provide the following services:
 - a. Together with Owner, visit the Project to observe apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 - b. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Amendment, will terminate at the end of the Construction Contract's correction period.
3. Services NOT Included – Engineer's services do not include the preparation of an Operations & Maintenance (O&M) Manual (hard copy or electronic copy) for the overall Project. If desired by Owner, these services may be provided by Engineer under Additional Services.

**ARTICLE III - ADDITIONAL SERVICES
SHALL BE AMENDED AS FOLLOWS:**

ADD the following to Article III:

- L. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in the approved Engineering Report or prior Studies.
- M. Preparation of Land Title Survey and specific site surveys for obtaining easements and rights-of-way, preparing drawings and exhibits, and providing assistance to the Owner in the obtaining of easements, rights-of-way and land for the Project.
- N. Destructive or invasive structural investigation to uncover suspected hidden structural deficiencies.
- O. Preparation of Operation and Maintenance Manuals for the Project and providing training to the Owner's personnel for the new or existing facilities.

- P. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- Q. Preparation of reports, drawings, exhibits and applications for submittal and obtaining an Anti-Degradation Demonstration, and permits from Indiana Department of Environmental Management, Indiana Dept. of Natural Resources, County Soil and Water Conservation District, County Drainage and Highway, Army Corps of Engineers, Indiana Department of Homeland Security, Local Building Department, and others as applicable for this Project.
- R. Services attributable to more prime construction contracts than specified in Article II, Paragraph B.3 of this Agreement.
- S. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
- T. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
- U. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- V. Engineering services related to re-bidding of the entire Project or any portion of the Project due to bids exceeding the established budget, cost overruns, or other matters which are beyond the control of the Engineer.
- W. Preparing and issuing conformed Contract Documents.
- X. Providing construction surveys and staking to enable Contractor to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- Y. Preparation of Record Drawings involving revisions to the CAD drawings issued for bidding to show significant changes to the Work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor. Record Drawing deliverables shall include 1 set of bond prints and (1) CD in (pdf)(CAD) format.
- Z. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
- AA. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- BB. Providing Construction Phase services beyond the original Contract Final Completion date of the Work.
- CC. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
- DD. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
- EE. Subject to other provisions of this Agreement, additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an

occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire, flood or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by a Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by a Contractor.

- FF. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- GG. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- HH. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
- II. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

**ARTICLE IV - COMPENSATION
SHALL BE AMENDED AS FOLLOWS:**

ADD the following Paragraph C:

- C. In accordance with the terms and conditions enumerated herein, the Engineer shall provide the professional services as described in the Articles listed below for which the Owner shall compensate the Engineer based upon Lump Sum Fees as follows:

<u>Service</u>	<u>Lump Sum Fee</u>
Article II.B – Design Phase	\$ 75,000.00
Article II.C – Bid Phase	\$15,000.00
Article II.D – Construction Phase & SCADA Programming	<u>\$135,000.00</u>
Total Lump Sum Fee	\$225,000.00

Engineer intends to subconsult with Maxim Automation for SCADA programming services under Article II.D.

Compensation under Article II.D for Construction Administration Services is based upon a construction contract period of seven (7) months. Resident Project Representative Services included under Article II.D is based upon part-time services during this period for up to 120 man-hours. If the construction period is extended or additional Resident Project Representative Service time is requested by the Owner, the compensation for the Construction Phase Services may be increased, based on the Services required for the extension and provided said extension is not due to the actions or inactions of Engineer. The parties agree any change in compensation shall be agreed upon in writing prior to incurring any increase.

- D. Compensation for Engineering Services as described in "Article II.E – Post-Construction Phase" shall be on the basis of the actual man-hours and expenses incurred in performing the

Services, at the Engineer's current hourly rate and reimbursement schedule in effect at the time the Services are performed. Fees are estimated as follows:

<u>Service</u>	<u>Estimated Fee</u>
Article II.E - Warranty Assistance	\$ 5,000.00

**ARTICLE V - SCHEDULE
SHALL BE AMENDED AS FOLLOWS:**

ADD the following to Article V:

Design Phase schedule shall be as follows:

30% Design submittal and meeting	45 calendar days
90% Design submittal and final meeting	100 calendar days
Final Design Documents	120 calendar days

The anticipated time for completion of the Project phases is as follows - actual are dates dependent upon the Owner's authorization to proceed with each Phase:

Task	Time for Completion
Design Phase	4 months
Bid Project	1 Months
Contract Award/Issue Bonds	2 Months
Construction	7 Months
Total	14 Months

All other terms and conditions contained in the Agreement shall remain unchanged and continue in full force and effect.

This Agreement Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same Agreement. A telecopied, electronic, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF the parties have made and executed this AMENDMENT NO. 1 on the date indicated below.

ENGINEER
WESSLER ENGINEERING, INC.



Martin A. Wessler, P.E.
CEO

Attest: 
Gary L. Ruston, P.E., BCEE
Senior Project Manager

OWNER
CITY OF FRANKLIN, INDIANA

Honorable Joe McGuinness, Chairman
Board of Public Works & Safety

Attest: _____
Janet P. Alexander, Clerk-Treasurer

Date: _____

ADDRESS FOR GIVING NOTICE:

Wessler Engineering
6219 S. East Street
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:

City of Franklin
Department of Public Works
796 South State Street
Franklin, Indiana 46131

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Attachments: No. 1 – RPR Responsibilities

ATTACHMENT NO. 1

**DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF
RESIDENT PROJECT REPRESENTATIVE**

Prepared by

ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A practice division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

and by

AMERICAN CONSULTING ENGINEERS COUNCIL

and by

AMERICAN SOCIETY OF CIVIL ENGINEERS

A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE**

**unless otherwise noted

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR will be ENGINEER's employee or agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with ENGINEER and CONTRACTOR. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of CONTRACTOR.

B. Duties and Responsibilities of RPR

1. *Schedules* – Review the Progress Schedule, Schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings* – Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings and prepare and circulate copies of minutes thereof.
3. *Liaison* –
 - a. Serve as ENGINEER's liaison with CONTRACTOR; working principally through CONTRACTOR's authorized representative and assist in providing information regarding the intent of the Contract Documents.
 - b. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-Site operations.
 - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. *Interpretation of Contract Documents* –
 - a. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
5. *Shop Drawings and Samples* –
 - a. Record date of receipt of Samples and approved Shop Drawings.

- b. Receive samples, which are furnished at the Site by CONTRACTOR, and notify ENGINEER of availability of Samples for examination.
- 6. *Modifications –*
Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to ENGINEER. Transmit to CONTRACTOR in writing decisions as issued by ENGINEER.
- 7. *Review of Work, Rejection of Defective Work –*
 - a. Conduct on-site observations of CONTRACTOR's Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any part of CONTRACTOR's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 8. *Inspections, Tests, and System Startups-*
 - a. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof.
 - b. Observe, record and report to ENGINEER appropriate details relative to the test procedures and systems startups.
- 9. *Records –*
 - a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all CONTRACTORS, Subcontractors and major Suppliers of materials and equipment.
 - b. Maintain records for use in preparing Project documentation.
- 10. *Reports -*
 - a. Furnish to ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
 - b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from CONTRACTOR.
 - c. Immediately notify ENGINEER of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.
- 11. *Payment Requests –*
 - a. Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 12. *Certificates, Maintenance and Operation Manuals –*

- a. During the course of the Work, verify that certificates, maintenance and operation manuals and other data required by the Specifications to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.
13. *Completion –*
- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority

Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, Suppliers, or CONTRACTOR's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of CONTRACTOR's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than CONTRACTOR.
8. Authorize OWNER to occupy the Project in whole or in part.